

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 156 – certification of an agreement

Rockhampton Regional Council Enterprise Bargaining Certified Agreement External Employees 2008

Matter No. CA/2009/9

Commissioner Fisher

24 February 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 24 February 2009 the Commission certifies the following written agreement:

Rockhampton Regional Council Enterprise Bargaining Certified Agreement External Employees 2008 – CA/2009/9 as amended.

Made between:

Rockhampton Regional Council (ABN: 59 923 523 766); AND
Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (ABN: 59 459 725 116);
Federated Engine Drivers' and Firemen's Association of Queensland, Union of Employees (ABN: 73 089 711 903);
Plumbers & Gasfitters Employees' Union Queensland, Union of Employees (ABN: 51 918 867 235);
The Australian Workers' Union of Employees, Queensland (ABN: 54 942 536 069);
The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (ABN: 73 089 711 903);
The Electrical Trades Union of Employees Queensland (ABN: 71 584 779 039); and
Transport Workers' Union of Australia, Union of Employees (Queensland Branch) (ABN: 80 519 643 130).

The agreement was certified by the Commission on 24 February 2009 and shall operate from 24 February 2009 until its nominal expiry on 16 December 2011. (It is noted that the parties have agreed the agreement will have effect as from 16 December 2008).

This agreement replaces:

CA550 of 2004 - Rockhampton City Council Enterprise Bargaining Certified Agreement 2004;
CA55 of 2006 - Livingstone Shire Council Enterprise Bargaining Certified Agreement 2005;
CA449 of 2005 - Mount Morgan Shire Council Certified Agreement 2005; and
CA454 of 2003 - Fitzroy Shire Council Certified Agreement 2003.

By the Commission.

Commissioner Fisher

Rockhampton Regional Council Enterprise Bargaining Certified Agreement External Employees 2008

PART ONE: ADMINISTRATIVE ARRANGEMENTS

1. Title
2. Definitions
3. Parties Bound
4. Date and Period of Operation
5. Relationship to Parent Awards
6. Objectives of the Agreement
7. Employment Security
8. Achieving Zero Harm
9. Zero Tolerance of Workplace Harassment and Bullying
10. Health and Wellbeing Program
11. Developing a Learning Culture
12. Single Bargaining Unit
13. Joint Consultative Committee
14. Dispute Resolution Procedure

PART TWO: BENEFITS

15. Employee Assistance Program
16. Paralegic Benefit Fund
17. Wage/Salary Increase
18. Reclassification Project
19. Reclassification Process
20. Salary Sacrifice
21. Study Assistance

PART THREE: LEAVE ENTITLEMENTS

22. Hours of Work
23. Absenteeism
24. Worker's Compensation Top Up
25. Accrued Sick Leave Entitlement
26. Sick Leave
27. Unlimited Sick Leave and Income Protection
28. Unpaid Leave
29. Annual leave
30. Long Service Leave
31. Paid Parental Leave
Eligibility
Maternity Leave
Paternity/Parental Leave
Adoption Leave
32. Carer's Leave
33. Bereavement Leave
34. Emergency Services Leave (SES/Rural Fire Brigades/QAS) and Armed Services Leave
35. Natural Disaster Leave
36. Ten Hour Break
37. Fatigue Rest Provision
38. End of Year Closedown
39. Life Balance
40. Time Off In Lieu of Payment for Overtime
41. Accrued Rostered Days Off

PART FOUR: MISCELLANEOUS

42. Professional Association and Registration Fees
43. Transmission of Business
44. Employment Practices
45. Redundancy/Retrenchment Provision

PART FIVE: ALLOWANCES

46. On-Call Allowance
Monday to Friday
Saturday
Sunday and Statutory Holidays
47. Shift Allowance
48. Living Away Allowance
49. Exhumations Allowance
50. First Aid Allowance

51. Safety Representative Allowance
52. Meal Allowance During Overtime
53. Repair of Unclean Vehicles Allowance
54. Special Cleaning Allowance
55. Live Sewer
56. Working with Synthetic Fluids and Oils Allowance
57. Working in the Rain
58. Annualised Allowances
- 58.3. Site Allowance
- 58.4. Toilet Cleaning Allowance
- 58.5. Tool Allowance
- 58.6. Rubbish and Sanitary Allowance
- 58.7. Leading Hand Allowance
- 58.8. Fares and Travelling Allowance
59. Travel Costs

PART SIX: MISCELLANEOUS

60. No Extra Claims
61. Facilities

PART SEVEN: UNION REPRESENTATION

62. Responsibilities and Rights of Union Delegates
63. Trade Union Training Leave
64. Right of Entry
65. Access to Union Officials
66. Union fees paid by payroll deduction

PART EIGHT: SPECIAL WORK ARRANGEMENTS

67. Special Work Arrangements

PART ONE: ADMINISTRATIVE ARRANGEMENTS

1. Title
 - 1.1. This Agreement shall be known as the Rockhampton Regional Council Enterprise Bargaining Certified Agreement External Employees 2008.
 - 1.2. This Agreement supersedes and replaces all previous Enterprise Bargaining Agreements and other industrial arrangements that had application to Employees of Fitzroy Shire Council, Mt Morgan Shire Council, Livingstone Shire Council and Rockhampton City Council.
2. Definitions
 - 2.1. Day - is recognised as that period from starting time on one day to the starting time of the next day.
 - 2.2. Immediate Family - a spouse (including a former spouse, a de facto spouse and a former de facto spouse, spouse of the same sex) of the Employee; and a child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.
 - 2.3. Nominated Representative – A person nominated by an Employee whether it is a union representative or delegate or support person.
 - 2.4. Novated Leasing - is an arrangement between an Employee, Council and a Finance Company where obligations under a finance lease for a motor vehicle are transferred from the Employee to the Council through a Deed of Novation, and the Council assumes responsibility for making the lease payments to the Finance Company for the period of employment.
 - 2.5. Recognition of Service for Employees - For the purposes of this agreement, the years of service already served by any person who was an Employee of the previous Fitzroy Shire Council, Gracemere Saleyards, Mt Morgan Shire Council, Livingstone Shire Council or Rockhampton City Council and who was transmitted to Rockhampton Regional Council from 15 March 2008, shall be recognised and will be taken into account.
 - 2.6. Registered Health Professional – A medical practitioner registered with the Medical Board of Queensland, or similar registration authority, but shall not include the services of acupuncturists, naturalists, herbalists and homeopaths.
3. Parties Bound
 - 3.1. The parties bound by this Agreement are:
 - Rockhampton Regional Council
 - Employees who are members of the following unions or are eligible to become so and for whom a classification contained in this Agreement applies:

- **AMWU** - Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (ABN: 59 459 725 116)
- **AWU** – The Australian Workers’ Union of Employees, Queensland (ABN: 54 942 536 069)
- **CFMEU – FEDFA** - The Construction, Forestry, Mining and Energy Industrial Union of Employees, Queensland and Federated Engine Drivers’ and Firemens’ Association of Australasia, Queensland Branch Union of Employees (ABN: 73 089 711 903)
- **ETU** – Electrical Trades Union of Australia Queensland Branch (ABN: 71 584 779 039)
- **PGEU** – The Plumbers and Gasfitters Employees Union of Australia, Queensland Branch, Union of Employees (ABN: 51 918 867 235)
- **TWU** - Transport Workers’ Union of Australia, Union of Employees (Queensland Branch) (ABN: 80 519 643 130)

4. Date and Period of Operation

- 4.1. This Agreement shall operate from the date of a positive vote and shall remain in force until the nominal expiry date (3 years).
- 4.2. Parties agree to commence negotiations for a new collective agreement at least nine (9) months prior to the expiry of this Agreement, with the view to concluding the negotiations prior to the nominal expiry date of this Agreement. The nominal expiry date for the Agreement will be 9 December 2011.

5. Relationship to Parent Awards

- 5.1. This Agreement shall be read and applied in conjunction with the terms of the Parent Awards listed below, as varied from time to time as applying at the time of making this agreement provided that where there is any inconsistency between this Agreement and the Awards listed below; this Agreement shall prevail to the extent of the inconsistency.
 - Local Government Employees’ (excluding Brisbane City Council) Award State 2003
 - Engineering Award – State 2002
 - Building Trades Public Sector Award State 2002
 - Order - Apprentices and Trainees Wages and Conditions (Excluding Certain Queensland Government Entities) 2003

6. Objectives of the Agreement

- 6.1. Establish the working conditions and remuneration for Employees of Council for the period of the Agreement
- 6.2. Ensure active involvement of Council, the Leadership Team, Employees and their Unions in the continuous improvement process particularly in the development of more efficient work practices and improved service delivery.
- 6.3. Pursue the philosophy of Zero Harm and Zero Tolerance of Workplace Harassment and Bullying.
- 6.4. Develop a consultative team approach and a cooperative working environment.
- 6.5. No Employee will be disadvantaged in respect of the following as a result of implementation of this Agreement:
 - Salary and conditions of employment
 - The right to a safe and healthy workplace.

7. Employment Security

- 7.1. Council will maintain a permanent workforce during the term of this agreement. Council is committed to job security for its permanent employees. The parties acknowledge that job security for employees assists in ensuring workforce stability, cohesion and motivation and hence is central to achieving the objectives of this Agreement. Volunteers or other unpaid persons cannot be used to replace permanent positions. Casual employment is to be kept to a minimum.
- 7.2. The Council is a preferred employer for Local Government and the community. Council supports the accepted industrial principle that temporary and casual employees have the right to raise concerns with Council in relation to their employment status or any other work related matters without fear of victimisation.
- 7.3. Council acknowledges that long term casual employees have rights to unfair dismissal entitlements in accordance with the provisions of the relevant legislation.

7.4. Consultation Processes

Where Council seeks to contract out or lease any Council functions and is required to go to the State Government for approval, the relevant unions will be consulted as early as possible. Discussions will take place before any

steps are taken to call tenders or enter into any otherwise binding legal arrangements for the provision of services by an external provider.

Where employees are affected by the necessity to contract out or lease any Council functions, the Council will:

- Negotiate with relevant unions, employment arrangements to assist employees to move to employment with the contractor;
- Ensure that employees are given the option to take up employment with the contractor;
- Ensure that employees are given the option to accept deployment/redeployment with the Council; and
- Ensure that as a last resort, employees are given the option of accepting a voluntary retrenchment.

7.5. Contracting Out

It is the clear position of Council to utilise and promote the use of its in-house permanent Council Employees for the undertaking of Council's works, services and operations. During the life of this Agreement, Council will minimise the contracting out or leasing of any works and services currently provided by Council. Council reserves the right to contract out or to lease current services in the following circumstances:

- In the event of critical shortages of skilled staff; or
- The lack of available infrastructure capital and the cost of providing technology; or
- Extraordinary or unforeseen circumstances; or
- It can be clearly demonstrated that it is in the public interest that such services should be contracted out.

8. Achieving Zero Harm

8.1. The parties to this Agreement are committed to Zero Harm in the way we conduct our business. We will continue to promote and involve Employees in developing safe and healthy work and lifestyle practices.

8.2. The parties are committed to understanding all contributing factors that impede or assist in the achievement of Zero Harm. To this end the parties will allocate the resources necessary to address inappropriate risks and improve business processes and the organisational environment.

8.3. We will continue to reduce the number and severity of workplace injuries by ensuring the Health and Safety system encourages defensive working behaviours at all levels.

8.4. Working together, the parties will:

- Undertake hazard identification and risk assessments for all work
- Implement and review control processes
- Investigate all work related incidents (including near misses), record and report all investigations and ensure agreed actions are implemented
- Review relevant reports, statistics and trends, and benchmark to learn from others
- Continually develop new initiatives to ensure the health and wellbeing of all Employees.
- Allocate resources, improve work processes, provide and participate in relevant WH&S training.

8.5. The parties agree that to work in an unsafe manner is inappropriate and all parties will work towards Zero Harm.

9. Zero Tolerance of Workplace Harassment and Bullying

9.1. The parties are committed to preventing and eliminating incidents of harassment and bullying within the workplace. To do this the parties will support:

- Training programs to educate all parties on what constitutes inappropriate behaviour.
- The resolution of issues of harassing or bullying behaviour through Council's Dispute Resolution Process.

10. Health and Wellbeing Program

10.1. Council is committed to the health and wellbeing of all of its Employees. Council will develop a range of Employee benefits and programs to assist Employees to improve their health and wellbeing both whilst at work and at home.

10.2. These voluntary programs may include, but will not be limited to:

- information sessions
- relevant medical checks (information is to be kept private and confidential for employees and shall not be used for any other purpose)
- fitness activities

- reimbursement of up to \$100 per annum for recognised expenses incurred in the pursuit of maintaining fitness for work/healthy lifestyle. These are to be claimed upon presentation of receipts with the prescribed claim form. Prior approval must be sought for payment of claims and will be determined by the People Performance and Wellbeing Unit.

Where, as a result of a medical check up, a health problem or deficiency that may have an impact on an Employee's ability to perform their normal duties or the safety of others, is identified, the Employee will be required to inform Council. The Council and Employee will jointly decide on a course of action to address the situation in consultation with the Employee's medical practitioner.

11. Developing a Learning Culture

11.1. The parties are committed to ongoing learning at both an organisational and individual level. To meet the changing needs of Council and the Community, it is agreed to:

- monitor, review and update approaches to the development of required skills and capabilities;
- acquire and share knowledge; and
- continue to build a workforce of capable, competent and committed Employees.

11.2. Employees commit to:

- learn and apply new skills and knowledge,
- adapt to new ways of working and
- participate in initiatives
- continuing the established custom and practice of mentoring Employees in the day to day development of on the job skills and learning

which assist Council to most effectively meet current and future needs.

12. Single Bargaining Unit

12.1. For the purposes of negotiating and implementing this Enterprise Agreement on behalf of the unions' party to this agreement, in accordance with the Wage Fixing Principles of the Queensland Industrial Relations Commission, a Single Bargaining Unit has been established.

13. Joint Consultative Committee

13.1. In order to facilitate the monitoring of this Agreement, the parties will establish a Joint Consultative Committee comprising of Employees, union officials and management nominees. The group will meet on an as needs basis but not less than three times per year.

13.2. To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential.

13.3. A function of this Committee will be to ensure that the provisions of this agreement are implemented as intended.

14. Dispute Resolution Procedure

14.1. This procedure aims to avoid industrial disputes by providing a means of settlement based on consultation, cooperation and a genuine commitment by all parties to resolve the dispute. During dispute resolution, other than for a workplace health and safety matter, work shall continue in the usual manner whilst the following procedures are carried out.

Step 1: Discussions between the Employee/s, nominated representative, and direct supervisor to attempt resolution at the workplace level. If the employee does not feel comfortable discussing the dispute with their direct supervisor, the employee may go to Step 2.

Step 2: Discussions involving the Employee/s, nominated representative, relevant supervisor or Manager and an HR Advisor or other person nominated by the Strategic Manager of People, Performance and Wellbeing.

Step 3: Discussions involving Employee/s, nominated representative, Manager and/or General Manager and Strategic Manager People, Performance and Wellbeing or nominated delegate.

A dispute shall not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.

Step 4: Discussions with the CEO and relevant Union Organiser or Employee/s.

14.2. There shall be a commitment by the parties to adhere strictly to this procedure. The parties shall give the earliest possible advice by one party to the other of any issue or problem, which may give rise to a dispute. Throughout all steps of the procedure, all relevant facts shall be clearly identified and recorded.

14.3. Sensible time limits shall be allowed for the completion of the various steps of the procedure. Steps 1 and 2 should, if possible, take place within 24 hours of the dispute being raised. At least seven days should be allowed for all steps to be finalised. Unless otherwise agreed, a record of the resolution should be recorded by the parties.

- 14.4. Emphasis shall be placed on a negotiated settlement. If the negotiation process is exhausted without the dispute being resolved, the parties may jointly or individually refer the matter to the Queensland Industrial Relations Commission. Once referred, the QIRC will exercise its powers of conciliation and arbitration.
- 14.5. The principle objective of this procedure is to resolve workplace disputes without causing substantial damage to either party by way of industrial action or loss of income.
- 14.6. To this end, the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work, while the procedures of negotiation and conciliation are being followed.

PART TWO: BENEFITS

15. Employee Assistance Program

In the interests of maintaining the wellbeing of Employees and their families, Council will provide access to and pay for counselling and pastoral services for all Employees and the immediate members of their household. This service can be accessed directly by Employees or through referral by their Manager.

16. Paraplegic Benefit Fund

Council agrees to pay the annual premium to the Paraplegic Benefit Fund to cover all Council employees against injury causing paraplegia, sustained as a result of an accident.

17. Wage/Salary Increase

- 17.1. From and including the 25 November 2008, all staff shall receive a wage increase of 5%.
- 17.2. From and including the anniversary of the date of the vote 16 December 2009, all staff shall receive a wage increase of 5%.
- 17.3. From and including the anniversary of the date of the vote 16 December 2010, all staff shall receive a wage increase of 5%.
- 17.4. Safety Net or other adjustments in award rates will not apply.

18. Reclassification Project

- 18.1. The Rockhampton Regional Council Pay Scale for this Agreement is based on the current Awards documented within this Agreement.
- 18.2. Employees will continue to be paid in line with their existing classification arrangements within the current classification and pay scale structures, until such time as the review is undertaken.
- 18.3. The objective of this project is to clarify the requirements of the Salary Levels in line with the relevant awards (inclusive of some allowances) which compensates staff for the skills, experience and responsibilities in line with their position and the needs of Council to ensure a multi-skilled flexible workforce and ensures equal salary for equivalent tasks.
- 18.4. The parties to this agreement recognize the enormity of undertaking such a process as such it is agreed that there will be a 'nominal' 24 month period from the date of certification to undertake this project.
- 18.5. Council undertakes to provide 'back pay' to any Employee incorrectly 'classified/reclassified as determined by this process from the date of the vote of this agreement.
- 18.6. Where this process results in a lower classification level, the Employee shall continue to receive, as a minimum for all work performed, the actual rate of pay for the classification held at the time of transfer for a period of twelve (12) months or until the rate for the lower classification exceeds that actual rate, whichever is the earlier.
- 18.7. This issue will be referred to the joint consultative committee for implementation.

19. Reclassification Process

- 19.1. If an Employee attains a significant change in skill, responsibility or accountability during the review year they may seek a review of their classification. One review may be requested per Employee per anniversary year. Any dispute arising out of this clause shall be dealt with in accordance with the dispute resolution procedure in clause 14.
- 19.2. A "significant change in skill" is defined as the achievement of a higher level certification, new plant ticket or qualification relevant to the needs of Council and in line with the requirements of a higher level.
- 19.3. It is agreed that performance management and assessment is an ongoing process with regular two-way communications being the cornerstone of an effective and efficient work environment. It is also agreed that the parties will conduct regular informal discussions between supervisors and staff to raise any performance issues or current work practices and provide feedback.
- 19.4. This issue will be referred to the joint consultative committee for implementation.

20. Salary Sacrifice

- 20.1. Council will endeavour to provide Employees with salary sacrifice opportunities to maximise their remuneration benefits. The provision of such opportunities will be subject to legal limitations imposed by Federal and State legislation and Employees seeking independent financial advice.
- 20.2. Council offers the option of “salary sacrifice” for:
- Superannuation to meet the standard 6% member’s contribution or to make further contributions to the Local Government Superannuation Scheme or such other approved Superannuation Scheme as nominated by the Employee.
 - Novated leasing as **defined in the ATO's FBT Guide**.
 - Child Care arrangements through City Occasional Child Care
- 20.3. The Council reserves the right to withdraw the facility if changes in the relevant laws mean that Council would incur an additional cost or the scheme itself becomes unlawful as a result of changes to the relevant laws. Any Fringe Benefit Tax attracted by the salary sacrifice must be paid by the Employee and will not result in an increase to the total remuneration package.
- 20.4. The option to salary sacrifice items other than Superannuation and Child Care is dependent upon evidence from an approved Financial Advisor that a Financial Plan has been developed for the Employee. Each request will be processed on a case-by-case basis. Once a salary sacrifice agreement is entered into, the Employee is required to continue with the agreement for the remainder of the fiscal year or apply for a review of the agreement on the grounds of personal hardship.

21. Study Assistance

- 21.1. Rockhampton Regional Council encourages Employees to undertake further education and development, which enhances their personal and career development and is directly relevant to their role or potential career path within Council.
- 21.2. To be eligible for study assistance, the applicant must be a permanent Employee of the Council; there are conditions that attach to approval.
- 21.3. The following criteria are considered in determining whether assistance will be provided:
- The applicant’s contribution to the Council in terms of their past work performance and their potential capability.
 - The relevance of the proposed course of study to the applicant’s current or possible future work roles, including the Employee’s level of responsibility.
 - The overall cost in relation to likely benefits to the Council.
- 21.4. Study assistance is approved to assist Employees with the costs involved in Accredited TAFE, University or college courses only.
- 21.5. Applications for study assistance will be approved by the General Manager and People Performance and Wellbeing (PPW) based on the eligibility of the Employee, the benefit to Council and the amount of assistance that is warranted in the circumstances. The Strategic Manager will also have input into this decision with regard to the other priorities of the section including budgetary constraints and other training, which is considered a higher priority. Each application will be assessed on its merits and relevance to the position and Council.
- 21.6. Entitlements for Study Assistance will be as follows:

(All course fees are subject to annual review)

Category 1 - A course undertaken as a condition of employment. (A Cadetship will fall under this category of study).

Council will reimburse all statutory and other compulsory charges in relation to the course.

Category 2 - A course, which is directly relevant to the Employee’s area of work, and the skills or qualification determined by the Council, is deemed appropriate in that area of work.

Reimbursement of the institution’s compulsory student services fee together with reimbursement of up to \$700 per unit towards course fees. For staff undertaking post-graduate studies, reimbursement of up to 80% to a maximum of \$1200 per unit towards course fees.

Category 3 - A course demonstrated to the satisfaction of the Council to be directly relevant to local government. The content of this type of course must have specific application to the functions and processes carried out by local governments.

Reimbursement of the institution’s compulsory student services charge together with reimbursement of other course fees to a combined maximum amount of \$500 per unit.

PART THREE: LEAVE ENTITLEMENTS

22. Hours of Work

- 22.1. The span of ordinary hours of work will be worked consecutively between the hours of 5.00am and 7.00pm, Monday to Friday inclusive. The change of span of ordinary hours is to be by the agreement of the majority of employees concerned.
- 22.2. Employees will work 38 ordinary hours per week or 76 hours for a nine-day fortnight.
- 22.3. Where it is mutually agreed between an Employee or group of Employees and their supervisor, the Employee/s may delay their meal break up to a maximum of 2 hours, without penalty. This is in order for the efficiency of Council to be increased through the task at hand being completed. The normal meal break shall be taken on the completion of the task at hand.
- 22.4. If, in accordance with work requirements, an Employee is rostered to work on a weekend or outside of the above operating hours, the provisions of the relevant award will apply.

23. Absenteeism

- 23.1. Employees who are unable to work due to personal illness or injury, should notify their immediate supervisor or their nominated delegate, within half an hour of the start time where possible, of the reason they are unable to work and the estimated duration of the absence. Employees must contact their supervisor or their nominated delegate, on each occasion they are unable to attend work, unless a medical certificate or statutory declaration to cover the period has been supplied.
- 23.2. Employees who are required to provide care and support for a member of their immediate family if they are ill or injured, are also required to notify as per the above clause.

24. Worker's Compensation Top Up

- 24.1. An employee in receipt of Worker's Compensation may opt to use sick leave accruals to make up the difference between payments received from Local government WorkCare and the employee's average weekly earnings which will be calculated by:
- 24.1.1. Taking the employee's weekly wages for the three (3) months prior to the injury and averaging these wages to devise a standard rate. The difference between payment by Local Government WorkCare and this calculated rate will be the gross amount to be paid by the employer to the injured employee.
- 24.1.2. The amount debited against the employee's sick leave accrual will be on the basis of the hours debited = additional payment divided by the employee's ordinary hourly rate.

25. Accrued Sick Leave Entitlement

- 25.1. Where an Employee of the previous Rockhampton City Council and Mount Morgan Shire Councils have had an accrual of sick leave entitlement, this entitlement shall be frozen in terms of entitlement hours and parity dollars as at the date of the vote and the following options will be provided for payment of this entitlement:
- 25.1.1. Will be paid to eligible employees as a salary sacrifice arrangement into Superannuation.
- 25.1.2. Will be paid to eligible employees in periods of up to four weeks per annum until the entitlement is fully paid within one month of the date of the vote and anniversary of same.
- 25.2. Employees will be required to indicate their preference of payment option within one month of the vote, or clause 25.1.2 will be used.

26. Sick Leave

- 26.1. All employees of Council will accumulate sick leave at the rate of 1 day per month in the first 12 months of employment, thereafter the rate of 15 days per year will accrue.

Council will approve all reasonable requests for sick leave.

- 26.2. Requests for sick leave in the following circumstances will require a medical certificate from a registered medical practitioner or a Statutory Declaration:
- For any period of sick leave which exceeds two working days
 - When sick leave is taken immediately preceding or directly following a public holiday.

26.3. Sickness During Leave

- An Employee who becomes ill whilst on annual leave and/or long service leave will be paid sick leave and a corresponding amount of time added to the employee's annual leave or long service leave entitlement, provided that:
- A registered medical practitioner certifies that the employee would be unfit to perform normal duties for a period of not less than 5 working days; and
- The employee notifies council as soon as practicable.

- NOTE: annual leave and long service leave taken at half pay will be recredited and replaced with sick leave at half pay. Sick leave is not paid for the unpaid proportion of half paid leave.

27. Unlimited Sick Leave and Income Protection

The parties will consult during the term of the agreement to develop an “unlimited sick leave in conjunction with income protection” arrangement. If the parties successfully develop an arrangement during the term of the current agreement, a joint application shall be made to the Queensland Industrial Relations Commission to vary the current agreement to include the agreed terms.

28. Unpaid Leave

28.1. An Employee may, by mutual consent of both parties, be entitled to a period of unpaid leave. In order to be entitled to such leave, an Employee must have completed a minimum of one year's continuous service with Rockhampton Regional Council.

28.2. A period of unpaid leave may be for any period of up to twelve months. Consideration of applications for unpaid leave for more than six months shall be determined by the General Manager, with consultation with the applicant and relevant line management.

28.3. Approval of periods of unpaid leave beyond twelve months shall be at the sole discretion of The Chief Executive Officer.

28.4. Periods of unpaid leave shall not break the Employee's continuity of service; however the period of unpaid leave will not count towards the accrual of entitlements such as long service leave.

29. Annual leave

29.1. Every employee (other than a casual employee) covered by this Agreement shall at the end of each year of employment, be entitled to annual leave on full pay as follows:

(i) not less than 5 weeks (of 190 hours) if employed on a 24 hour continuous shift operation over a period of 7 days per week;

(ii) not less than 4 weeks (of 152 hours) in any other case.

29.2. Annual leave will need to be approved in writing by the relevant supervisor and taken at a mutually agreeable time. Annual leave must be requested at least two weeks prior to taking the leave to ensure the needs of the business are met.

29.3. An Employee may elect, with the consent of the employer, to take annual leave in single day periods not exceeding five (5) days in any calendar year.

29.4. Annual leave may only accumulate to two years entitlement and arrangements shall be made to take excess annual leave accrual within a reasonable time.

30. Long Service Leave

30.1. All permanent Employees of Council will accrue a long service leave entitlement of 13 weeks after 10 (ten) years continuous service. Part time and long term casual employees will be entitled to long service leave on a pro rata basis.

30.2. Long Service Leave may be taken on a pro rata basis whilst in service on completion of seven (7) years continuous service with Local Government in Queensland.

30.3. Accrued Long Service Leave may be taken in minimum lots of five (5) days at one time.

30.4. Long Service Leave may be requested at double length for half pay by mutual agreement of all parties, after taking into consideration organisational resourcing issues.

31. Paid Parental Leave

Eligibility

31.1. Employees will be eligible to apply for paid Parental Leave after twelve months continuous service with Council.

31.2. Part-time Employees are eligible for paid Parental Leave on a pro-rata basis of the average weekly hours for the preceding twelve (12) months.

31.3. All entitlements will accrue during this period of paid leave.

31.4. Paid Parental Leave may be taken at full pay or alternatively, at half pay for twice the period, e.g. twenty-eight (28) weeks Maternity Leave at half the pay rate, with the preferred option to be nominated by the Employee.

31.5. Such absences for parental leave shall be supported by appropriate medical documentation.

Maternity Leave

- 31.6. After twelve months continuous service, female staff members are entitled to fourteen (14) weeks Maternity Leave with full pay or twenty-eight (28) weeks maternity leave with half pay, with the preferred option to be nominated by the Employee.
- 31.7. An Employee will be entitled to fourteen (14) weeks paid leave where the pregnancy of the Employee, not then on Maternity Leave, terminates after 28 weeks, other than by the birth of a living child.
- 31.8. The remaining Maternity Leave may be taken as leave without pay, or take the option of having any accrued Annual Leave paid at half or full pay at the fortnightly pay cycle to a maximum of 52 weeks.
- 31.9. Employees who return from Maternity Leave shall be entitled to seek part time employment for a period of 12 months. There will be no eligibility for part time loading.

Paternity/Parental Leave

- 31.10. After twelve months continuous service, staff members are entitled to a total of two (2) weeks paid Parental Leave in connection with the birth or stillbirth of their partner's child or adoption of a child.

Adoption Leave

- 31.11. Employees, other than Employees taking paid parental leave, who will be the principal carer of the child, will be entitled to ten (10) weeks paid leave for adopted children, as from the date of adoption.

32. Carer's Leave

- 32.1. The term personal leave refers to members of employee's immediate family or members of their household who are in need of care and support. Immediate family includes:- a spouse, partner (including former spouse and a former de-facto spouse) of the employee or a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

- 32.2. Where possible, employees will inform their Supervisor of an anticipated absence on Personal Leave. There will be no minimum time requirement for personal leave. This will be dependent upon personal circumstances and will not be unreasonably withheld. Sick leave can be used as personal leave. Where personal leave is used, the procedures in regards to medical certificates are the same as those for sick leave.

33. Bereavement Leave

- 33.1. Employees may be granted up to five (5) days bereavement leave, on full pay on each occasion, where the deceased person was a member of the immediate family of the Employee.
- 33.2. This shall be subject to the production of evidence of death satisfactory to the employer, or the completion of a statutory declaration under the provisions of the Oaths Act.
- 33.3. Periods of a longer duration will be subject to approval by the relevant General Manager and will be determined on an individual, case-by-case basis.

34. Emergency Services Leave (SES/Rural Fire Brigades/QAS) and Armed Services Leave

- 34.1. Council supports Employees who participate in the above activities and will provide paid leave in addition to annual leave for those Employees registered with Council as belonging to an Armed Service, subject to approval by their General Manager.
- 34.2. Where Employees are registered members of the Emergency Services and required to attend an emergency there will be no loss of pay. Where members are required to attend an emergency they must obtain approval from their immediate supervisor at the earliest opportunity.

35. Natural Disaster Leave

- 35.1. If an event beyond an Employee's reasonable control prevents an Employee from travelling from their normal place of residence to their normal place of work, then line management may approve "Natural Disaster Leave" paid at ordinary time only. Events may include but are not limited to flooding, bush fires and road closures due to major accident or civil disturbance.
- 35.2. Approval shall depend upon Employees being able to demonstrate that they made all reasonable efforts to attend work.

36. Ten Hour Break

- 36.1. There shall be a ten hour consecutive break between the conclusion of ordinary work on one day and the commencement of work on the next day (including weekends and public holidays) and shall be in accordance with the relevant award provisions, Monday to Sunday inclusive.

37. Fatigue Rest Provision

37.1. Where an Employee has been required to work extended hours in response to a genuine work need (whether physically attending to call outs or attending to out of hours telephone calls), and they consider they have not had reasonable rest prior to the commencement of the following workday, the following process is to apply:

- The Employee should contact their direct supervisor within 30 minutes of their normal start time, and advise of the work related issue they have attended to out of hours and the circumstances of why they do not feel adequately rested to commence duties at the start of the following work day.
- The Employee and supervisor should then make a mutually suitable arrangement for the Employee to recommence duties after they have had a reasonable rest period.

37.2. The Employee will be paid for any ordinary time lost as a result of being on a rest period and the time recorded as ordinary time.

37.3. In the situation where an Employee is fatigued due to providing assistance to the community, for example involvement in an Emergency Service or Jury Duty from an extended Trial, the Employee can seek an appropriate paid rest period from their supervisor.

37.4. The Council shall provide line management staff and Employees with training and guidelines for assessing and managing risks associated with fatigue.

37.5. A reasonable rest period for this provision will be defined as a period of not longer than 10 consecutive hours.

38. End of Year Closedown

38.1. The Administrative Offices, (including depots and libraries), will close for the period between Christmas Day (25 December) and New Year's Day (1 January) each year dependent upon business needs.

38.2. Employees may use banked rostered days off, accrued annual leave, or else take the time off as unpaid leave.

38.3. It is recognised that some staff are required to be on-call during this period as well as some operational staff to perform essential tasks. A requirement for this is at the discretion of the appropriate General Manager.

39. Life Balance

39.1. The parties agree to support the concept of flexible working arrangements including provisions for job sharing arrangements, part time employment and agreed flexible working hours for employees with family responsibilities.

39.2. *Job Sharing*

Any permanent full time position may be filled by two officers on a job-sharing basis at a minimum of 60/40% where job sharing is convenient to the requirements of the position and there is agreement between the employees and the Council.

Officers so employed shall be entitled to all leave as prescribed by the Award on a pro rata basis. All other provisions of the Award shall apply. All job sharing appointments made pursuant to this clause shall be subject to an annual review process in order to assess the effectiveness of a position being performed in this manner and in order to decide whether to continue with this arrangement. The concerned officers and management shall jointly conduct the review.

Movement by the officers to the next highest salary point within a level will be by way of annual increment subject to the officers having given satisfactory service for the prior twelve months.

39.3. *Temporary Flexible Working Arrangement.*

Upon application by an employee, the employer may consent to a reasonable request for temporary flexible working hours and/or the accrual of "extra time". These arrangements must be compatible with the requirements of the position and be reviewed on a six-monthly basis to assess their effectiveness and to decide whether to continue with this arrangement.

These arrangements may include the working of hours that are less than, or in excess of, the normal working hours and, as such, no overtime or part-time loadings, applicable under the Award, will apply.

39.4. *Make-up Time/Rostered Days Off*

An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

40. Time Off In Lieu of Payment for Overtime

40.1. An Employee may elect, with the consent of the supervisor, to take time off in lieu of payment for overtime at a time or times agreed with the employer. Any such overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.

- 40.2. The employer will, if requested by an Employee, provide payment, at the rate provided for the payment of overtime in the Award, for any overtime worked under paragraph 39.1 of this clause where such time has not been taken within four (4) weeks of accrual.
41. Accrued Rostered Days Off
- 41.1. All Employees working a 76 hour fortnight shall be entitled to one rostered day off (RDO) in each ten (10) day working cycle. If a statutory holiday falls on the day on which the Employee is rostered off, such officer shall take the rostered day off on the next business day or at a mutually convenient time if agreed to between the Employee and their supervisor.
- 41.2. It shall be clearly understood and agreed that rostering of staff to accommodate the 9 day fortnight will be prepared in such a manner as to maintain existing service levels and efficiency. This may result in a relatively strict roster, which will not always accommodate individual staff preferences as to which days are rostered for them; however, Council will not unreasonably deny an Employee's preference.
- 41.3. By mutual agreement, Council may require any Employee to work on the Employee's Rostered Day Off where in the opinion of Council such work is critical to meeting Council's business objectives and service obligations. Such an RDO will be classed as a banked RDO and may be taken at an agreed future date or paid at the appropriate penalty rate.
- 41.4. Any Employee who falls sick on a Rostered Day Off shall not receive any further day in lieu thereof.
- 41.5. Alternatively, staff may choose, with prior agreement from their supervisor, to bank accumulated days off and take the accrued days at a mutually agreed time. The maximum number of RDOs that may be accrued is ten (10), after which time Council will require the Employee to submit a plan to take all RDOs in excess of 10 days within a reasonable time frame, subject to agreement by their manager.
- 41.6. An Employee may apply to their supervisor to forgo the RDO option and revert to a 10-day fortnight. That approval shall only be given where the change would not impact directly on the productivity of the individual or their work team.

PART FOUR: MISCELLANEOUS

42. Professional Association and Registration Fees
- 42.1. Where staff must hold a registration or maintain membership of a professional association as part of their employment, Council will pay the fees for membership or registration renewal. For clarification, this clause does not cover driver's licences.
43. Transmission of Business
- 43.1. This clause will apply where the employer (the old employer):
- 43.1.1. Proposes to transmit to a new employer the business or any part of the business covered by this Agreement
- 43.1.2. Transmits to a new employer the business or any part of the business covered by this Agreement
- 43.2. Where an old employer proposes to transmit the business or any part of the business, the old employer shall:
- 43.2.1. Notify the employees affected and the relevant union party to the agreement of the proposed transmission; and
- 43.2.2. Discuss with the employees affected and the relevant union party to the agreement the effect of the transmission of business.
- 43.3. The discussion will commence as soon as practicable after a decision has been made by the old employer to transmit the business or part of the business.
- 43.4. The old employer will consider and respond to any reasonable concerns raised by employees and the relevant union party to the agreement about the terms of the proposed transmission. In the event of a dispute about the old employer's response to concerns raised by employees, the disputes settling clause of this agreement will be utilized to resolve these concerns,
- 43.5. The old employer shall provide in writing the name of the employing entity that is proposing to acquire the business or part of the business and facilitate discussions between the employees and the relevant union party to the agreement and the proposed new employer.
- 43.6. The employer shall include as part of any tender specifications or offer of sale documents, and within any contractual arrangements with the new employer, the obligation for the new employer to apply terms and conditions of employment, including the employer contribution to superannuation, that are equal to or superior to those which applied to each employee immediately prior to the transmission of business occurring, including terms and conditions derived from this Agreement, any applicable Award, policy or common law contract or other relevant employment arrangement applicable at the time of the proposed transmission.

- 43.7. The old employer shall ascertain whether the new employer proposes to recognise and accept responsibility for all previous service and accrued entitlements of employment arising from that service, including, but not limited to, accrual of benefits and service in respect of:
- (a) Annual Leave
 - (b) Long service leave
 - (c) Personal/carer's leave
 - (d) Redundancy
- 43.8. If the new employer does not propose to accept responsibility for and recognise all previous service and accrued entitlements, the old employer must, immediately prior to the transmission of the business, pay to employees their accrued entitlements derived from all industrial instruments specified above and in doing so shall recognise all service with the old employer (plus any previous service recognised by the old employer) without limitation (e.g. no service thresholds for long service leave) including a redundancy payment in accordance with this Agreement, based on recognition of all service with the old employer.
- 43.9. The new employer shall offer a contract of employment to transmitting employees in accordance with the provisions of this clause. If the new employer does not offer conditions of employment equal to or superior to those provided by the old employer on an on-going basis, an entitlement to a redundancy will be triggered and the old employer must make the payments provided for in this Agreement. Any new offer of employment/common law employment contract offered to transmitting employees will not include any period of probationary service with the new employer such as would exclude the transmitting employee from making a claim with regard to termination of employment. If a probationary period of employment and/or a qualifying period of employment is included in any offer of employment with the new employer such that a claim for relief with regard to termination of employment in either period would be prevented, an entitlement to redundancy will be triggered and the old employer must make the payments provided for in this Agreement.
- 43.10. To avoid doubt, the period of employment which the employee has had with the old employer or any prior employer which has been recognised by the old employer shall be deemed to be service of the employee with the new employer, for all purposes.
- 43.11. Any dispute over the application of this Agreement may be referred to the QIRC in accordance with the provisions of the dispute settling clause of this agreement
44. Employment Practices
- 44.1. Council is committed to the ongoing development of staff. Programs for staff mentoring and succession planning will be developed and implemented during the life of this agreement.
- 44.2. For vacant positions, the commitment is to advertise internally. Where it is assessed that the skill level or resource may not be available in the Council workforce, the position shall be advertised both internally and externally. All parties agree with and are committed to the principles of merit-based selection of Employees and equal employment opportunity.
45. Redundancy/Retrenchment Provision
- 45.1. The redundancy/retrenchment provisions are outlined in Appendix 1.

PART FIVE: ALLOWANCES

46. On-Call Allowance
- 46.1. Employees directed to remain on call must be able to be contacted and be able to respond within a half-hour of being contacted.
- 46.2. An Employee shall not be considered to be on call due solely to a customary/planned arrangement whereby the Employee returns to the employer's premises outside hours to perform a specific job.
- 46.3. Employees covered by this clause will no longer be entitled to any additional allowance under their relevant award for being on-call.
- 46.4. The first call out undertaken on any day whilst the Employee is on call, shall be paid at a minimum of 4 hours.
- Monday to Friday*
- 46.5. An Employee required to remain on call during any day or night outside his/her ordinary working hours shall be paid an On-Call Allowance of \$13.65 for each day and/or night during which he/she remains on call on weekdays only. Provided that if any Employee whilst on call is required to perform any other work for which rates of pay are fixed by a relevant award or agreement, they shall be paid for the time so worked at the overtime rate prescribed.

Saturday

- 46.6. Where an Employee is directed to remain on call on Saturday, they shall be paid a sum equal to 4 hours ordinary pay. Provided that if any Employee whilst on call is required to perform any other work for which rates of pay are fixed by a relevant award or agreement, they shall be paid for the time so worked at the overtime rate prescribed. This shall be in addition to the sum equal to 4 hours ordinary pay.

Sunday and Statutory Holidays

- 46.7. Where an Employee is required to remain on call on any Sunday or statutory holiday, they shall be paid for each Sunday or statutory holiday a sum of eight hours at their ordinary rate. In the case of statutory holidays only, the Employee will be credited for one day's leave exclusive of leave loading.
- 46.8. If any Employee, whilst on call is required to perform work for which rates of pay are fixed by a relevant award or agreement, they shall be paid for the time so worked at the overtime rate prescribed in lieu of the ordinary rate with the remainder of the time being paid at ordinary rates for up to a period of eight hours.
- 46.9. Provided further, if the time worked by the Employee at overtime rates is eight hours or more, then the Employee shall be entitled to receive only the amount earned by them at overtime.
47. Shift Allowance
- 47.1. In addition to the wage rates prescribed in this Agreement, shift workers shall be paid a 15% allowance. The provisions of this clause will be in accordance with the Local Government Employees' Award 2003.
48. Living Away Allowance
- 48.1. From time to time, an Employee, given reasonable notice except in cases of an emergency, may be required to live away from home in order to perform their normal duties.
- 48.2. Such Employee will be entitled to the following:
- Council will provide suitable transport between their home depot and the place of accommodation.
 - For the period that the Employee works in such a location the place of accommodation will be deemed as their home depot.
 - No Employee will be expected to stay away from home over weekends or public holidays that are more than 1 day in duration.
 - Council will arrange and pay for suitable commercial/private accommodation near the work-site.
 - Council will reimburse the reasonable cost of three meals a day during such work.
 - Council will pay an allowance of \$30.00 per day to cover the cost of any other incidental expenses whilst living away.
- 48.3. At the same time, all Employees covered by this clause will no longer be entitled to any allowance under their relevant award for living away from home.
49. Exhumations Allowance
- 49.1. Persons engaged (including assistants) in the removals or exhumations of a body or bodies and/or body parts, shall be remunerated at double time with a minimum payment of 4 (four) hours. This payment is also compensation for :
- 49.1.1. Digging in water logged ground
- 49.1.2. Where human seepage is draining from other graves
- 49.1.3. Hammer and drill work – Grave diggers engaged on hammer and drill work, using gads and moils, machine drills, pneumatic picks or mechanical picks
- 49.1.4. Re-Opening graves – later than 6 days after burial and/or before 6 months after burial
- 49.2. Provided further that no less than 4 persons should be employed on any exhumation and/or removal of a person over 8 years of age; nor shall less than 2 persons be employed on the exhumation and/or removal of children between the ages of 2 and 8 years.
- 49.3. Provided that where ground conditions warrant it, not less than 2 persons shall be employed on re-opening graves which are required to be sunk more than 2.13 metres.
- 49.4. All employees engaged upon digging graves in waterlogged ground shall be supplied with suitable rubber boots by the Employer as well as all other PPE required to carry out the function/s in a safe manner.
50. First Aid Allowance
- 50.1. An Employee who is appointed by Council as a First Aid Attendant in their given work area and is the current holder of an appropriate first aid qualification will be paid a \$13.20 weekly allowance. This payment will be dependent upon the First Aid Attendant complying with the requirements of the position.

- 50.2. At the same time, all Employees covered by this clause will no longer be entitled to any allowance under their relevant award for being a first-aider.
51. Safety Representative Allowance
- 51.1. Council Safety Representatives who have been democratically elected by their team or unit will be paid an allowance of \$13.20 per week.
- 51.2. Safety Representatives will be provided with appropriate time during working hours to complete the responsibilities of this position.
- 51.3. This payment will also be subject to timeframes that may be included in various Safety Committee constitutions regarding nominated periods for Employee appointments.
52. Meal Allowance During Overtime
An Employee shall be supplied with a reasonable meal at the Council's expense or be paid \$15.00, at all paid meal breaks prescribed in the relevant award or agreement. This allowance will be reviewed annually from the date of the vote in accordance with CPI (Brisbane September Quarter).
53. Repair of Unclean Vehicles Allowance
Employees covered by the Engineering Award State 2002 who are employed on the repair of the bodies of vehicles used as sanitary or rubbish vehicles or vehicles used to transport tar and bitumen where such vehicles have not been thoroughly cleaned down immediately before work on such repairs is commenced, shall be paid an allowance of \$1.00 per hour in addition to the weekly rate when engaged in such cleaning.
54. Special Cleaning Allowance
People who are recognised by Council as regularly and systematically exposed in dealing with human waste, including bodily fluids, condoms, syringes, bandages – shall receive an allowance of \$25 per week. Employees shall claim this allowance with approval of their supervisor. All employees claiming this allowance will not be entitled to claim Live Sewer Allowance.
55. Live Sewer
- 55.1. The parties agree that for the purposes of claiming any relevant 'Live Sewer Allowance' the correct and intended definition of live sewer exposure is those Employees who are working in direct physical contact with live sewerage or direct aerial contact with live sewerage work.
- 55.2. Live Sewer Allowance will be paid at the rate of time and a half for all Employees.
- 55.3. For the avoidance of doubt for 'direct aerial contact' to apply, the following criteria must be met:
- 55.3.1. The Employee must be working in direct support of another Employee who is directly physically exposed to live sewerage and only for the period that the direct physical exposure exists; and
- 55.3.2. The work requires the Employee to be in direct physical contact with tools, parts or fittings that are being used for the live sewerage work at that time; and/or
- 55.3.3. The Employee would have to place some part of their body into the excavation or other space where the direct physical exposure is occurring for them to properly and safely complete the assigned task.
- 55.4. The payment of the allowance applies only for the period that the above criteria are being met and immediate cleanup at the worksite where the exposure occurs.
- 55.5. Employees who are on any day required to carry out work in connections with the release of blockages in sewerage lines, septic tanks and connections thereto shall be paid not less than 4 hours at the appropriate rates.
- 55.6. Notwithstanding the above the parties recognize that the above has not been properly applied for Fitzroy River Water, Network only Employees of the previous Rockhampton City Council for many years. Therefore, Rockhampton Regional Council agrees to accept claims in accordance with the current practice for those and only those Employees who were employed by Fitzroy River Water, Network Section on 14 March, 2008. This entitlement shall only apply to those Employees until such time as those Employees cease to be Employees of Rockhampton Regional Council or they take up a different role within Rockhampton Regional Council. To remove any doubt, the Employees who shall retain this entitlement will be identified by name in an exchange of letters between the parties prior to certification of the Agreement and each Employee will be notified in writing.
- 55.7. The allowance shall be calculated using the base rate applicable and not any annualised 'All Purpose Rate' that might apply for other purposes in accordance with the terms of the Agreement.
56. Working with Synthetic Fluids and Oils Allowance
- 56.1. Suitably qualified and accredited mechanics/fitters who in their day to day duties are exposed to synthetic oils fluids, and coolants in the maintenance and repair of:
- Power steering units
 - Braking systems

- Automatic transmissions
- Air conditioning units

Shall be paid an extra allowance of \$0.30c for each hour worked with such substances.

57. Working in the Rain

57.1. Working in the rain will only occur if it is essential as determined by line management.

57.2. Where people are required to work in the rain, they shall be issued with wet weather gear to protect their clothing. Where wet weather gear has been issued, the Employee must have it available for use. At the end of the task, the Employee, where practicable, may return home to change into dry clothing (including appropriate footwear) and return to work.

57.3. Where an Employee is required to perform work in the rain and by so doing gets his or her clothing wet shall be paid double rates for all work so performed. Such payment shall continue until the Employee finishes work or until the clothing dries or is able to be changed whichever is earlier.

57.4. An Employee entitled to an additional payment pursuant to this allowance shall not be entitled to any additional payment for Wet Places.

57.5. At the same time, all Employees covered by this clause will no longer be entitled to any allowance under their relevant award for working in rain.

57.6. Where Employees are unable to carry out their normal duties due to natural events and are not required for urgent work, they agree to actively participate in relevant training or other productive activity.

58. Annualised Allowances

58.1. In recognition of the cost of processing allowances, which are otherwise applicable under relevant Awards, it is agreed that the following allowances be annualised. These allowances will be incorporated within the classification structure.

58.2. The annualised rate, which incorporates the annualised allowances, shall be referred to as the 'All Purpose Rate' and shall be used for the calculation of superannuation and leave benefits.

58.3. Site Allowance

58.3.1. This clause covers the following allowances "Construction, reconstruction, alteration, repair and/or maintenance work Allowance", "Disability Allowance – rubbish dumps", "Wet Places Allowance", "Quarry Allowance"- Local Government Employees' (excluding Brisbane City Council) Award State 2003; "Construction Allowance", "Dirty Work Allowance", "Repair Work Allowance" – Engineering Award State 2002; "Dirty Work Allowance", "Wet Work Allowance" – Building Trades Award State 2002.

58.3.2. The Council, in recognising the continuing nature of these general disability allowances to all Employees covered by the Local Government Employees Award (Excluding Brisbane City Council) Award State 2003, and Engineering Award State 2002, agrees to annualise this allowance.

58.3.3. Council will hereby include within the classification structure the payment of \$27.00 per week for all staff covered by the Local Government Employees (Excluding Brisbane City Council) Award State 2003 and Engineering Award State 2002. At the same time all Employees covered by this clause will no longer be entitled to claim the abovementioned allowances.

58.4. Toilet Cleaning Allowance

Employees required to clean toilets, other than merely by hosing them shall be paid an allowance at the rate of \$5.00 per day.

58.5. Tool Allowance

58.5.1. The Council, in recognising the continuing nature of the "Tool Allowance" paid to all Employees engaged under the Building Trades Public Sector Award State 2002, Engineering Award State 2002 and Local Government Employees (Excluding Brisbane City Council) Award State 2003, agrees to annualise this allowance whilst such Employees continue to supply their own tools.

58.5.2. Council will hereby include within the classification structure the payment of \$28.00 per week for the following trades staff:

- Mechanics
- Fitters
- Plumber/Drainers
- Drainers
- Electricians
- Formsetters

- Carpenters

58.5.3. Apprentices in all disciplines will be provided tools to the value of the full tool allowance at the commencement of their apprenticeship. All tools will remain the property of Council until the date of completion of the apprenticeship when ownership will transfer to the Employee. In the event of an apprentice leaving Council's employ prior to completing the apprenticeship, the Apprentice will be given a pro-rata allocation of tools upon termination.

58.5.4. At the same time, all Employees covered by this clause will no longer be entitled to any allowance under their relevant award for providing tools.

58.6. Rubbish and Sanitary Allowance

58.6.1. The Council, in recognising the continuing nature of the "Rubbish and sanitary operations allowance" paid to Employees engaged as drivers of rubbish vehicles and their assistants under the Local Government Employees (Excluding Brisbane City Council) Award State 2003 agrees to annualise this allowance.

58.6.2. Council will hereby include within the classification structure the payment of \$91.58 per week for all staff covered by this clause. This payment encompasses the cleaning of rubbish and sanitary vehicles. At the same time all Employees covered by this clause will no longer be entitled to claim the abovementioned allowances.

58.7. Leading Hand Allowance

58.7.1. The Council, in recognising the continuing nature of "Leading Hand Allowance" paid to Employees engaged under the Local Government Employees (Excluding Brisbane City Council) State 2003, Engineering Award State and Building Trades Public Sector Award State 2002, agrees to annualise this allowance.

58.7.2. Council will hereby include within the classification structure the payment of \$32.00 per week for all staff covered by this clause.

58.7.3. At the same time all Employees covered by this clause will no longer be entitled to claim the abovementioned allowance under the respective awards.

58.8. Fares and Travelling Allowance

58.8.1. Council will make the payment of \$57.50 per week "Fares and Travelling Allowance" to staff covered by the Building Trades Public Sector Award State 2002.

58.8.2. For the avoidance of doubt the allowance shall not be paid to employees who are provided a company vehicle to travel to and between work locations.

58.8.3. The parties recognize that the above has not been properly applied for Employees of the previous Councils for many years. Therefore, Rockhampton Regional Council agrees to accept claims in accordance with the current practice for those and only those Employees who were employed under the Building Trades Award on 14 March, 2008. This entitlement shall only apply to those Employees until such time as those Employees cease to be Employees of Rockhampton Regional Council or they take up a different role within Rockhampton Regional Council. To remove any doubt, the Employees who shall retain this entitlement will be identified by name in an exchange of letters between the parties prior to certification of the Agreement and each Employee will be notified in writing.

59. Travel Costs

59.1. The Council shall provide all transport between an Employee's normal work depot and the daily work site where possible.

59.2. Where an Employee is required to report directly to the job site, which is within 5 km of their normal depot, the Employee will travel by their own means and in their own time.

59.3. Where the job site is more than 5 km from their normal depot, then Council will pay the difference as travelling time and car mileage (as per the Australian Taxation Office Standard) for distances in excess of the 5 km.

PART SIX: MISCELLANEOUS

60. No Extra Claims

60.1. The parties agree that in the life of this Agreement no extra claims will be sought or granted for further wage/salary increases other than those consistent with a State or National wage case decision.

60.2. The parties will not, other than is provided in Clause 5 – Date and Period of Operation, pursue any extra claims for changes in relation to matters dealt with by this agreement.

61. Facilities

61.1. The following facilities will be made available to the parties involved in any consultative forum set up in accordance with this agreement:

- 61.1.1. Meetings, associated work and reporting should occur in normal working time.
- 61.1.2. Reasonable access to normal Council facilities such as typing, word processing, photocopying, postal system and telephone, storage facilities and meeting rooms.
- 61.1.3. Access to a room with normal office facilities shall be provided for representatives of the parties to discuss matters associated with consultative forums established under this agreement.
- 61.1.4. No Employee will be disadvantaged as a result of the reasonable conduct of activities carried out in accordance with this clause.

PART SEVEN: UNION REPRESENTATION

- 61.2. This agreement recognises the union parties to this agreement and their accredited representatives as legitimate representatives of Employees covered by the agreement.
- 61.3. The parties acknowledge that structured, collective industrial relations will continue as a fundamental principle of the Council.
- 61.4. This principle recognises the role union membership has in maintaining a stable, safe and efficient working environment.
- 62. Responsibilities and Rights of Union Delegates
 - 62.1. All Union Delegates will have the following responsibilities:
 - Minimise disruption associated with union consultation
 - Provide reasonable notice to line management prior to holding discussions with employees. Reasonable notice shall mean notice that minimises disruption to any scheduled work program. Ensure management are aware of issues early to encourage speedy rectification
 - To understand and recognise the legitimate business obligations of Council while seeking the best possible arrangements for their members.
 - 62.2. All Union Delegates will be afforded the following rights:
 - To be treated fairly and to perform their role as Union Delegate without any discrimination in their employment.
 - To formal recognition by the Council that endorsed Union Delegates speak on behalf of Union Members in the workplace on matters relating to applicable industrial legislation and industrial instruments.
 - To bargain collectively on behalf of those they represent.
 - To consultation and access to reasonable information about the workplace and the business.
 - To reasonable paid time to represent the interest of Members to the employer and industrial tribunals.
 - To reasonable paid time during normal working hours to consult with Union Members following management approval.
 - To reasonable paid time, at ordinary rates, to participate in the operation of the Union that is specific to Rockhampton Regional Council.
 - To reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out work as a Delegate and consulting with workplace colleagues and the Union.
 - To place Union information relevant to RRC Employees on a notice board in a prominent location in the workplace, without displacing other business critical communication.
 - To take accrued leave entitlements to work with the Union.
- 63. Trade Union Training Leave
 - 63.1. Upon application to their manager, a union workplace delegate shall be granted up to five (5) working days' leave on ordinary pay each calendar year, non-cumulative, to attend courses and seminars conducted by or approved by the respective Union, provided that Council is not involved in any other costs except for the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the officer.
 - 63.2. The granting of such leave shall be subject to Council's convenience and will not unduly affect the operation of the Council.
 - 63.3. The scope, content and level of the course shall be such as to contribute to a better understanding of Industrial Relations.
 - 63.4. The union will notify Council well in advance of upcoming courses.

64. Right of Entry

An official or officer of the unions shall have the right to enter the employer's establishment during working hours for the purposes of conducting appropriate union business, provided that there will be minimal disruption to work by the representative of the union membership, and as long as the Union Official has notified the appropriate management that they are attending the workplace.

65. Access to Union Officials

Council will allow unrestricted access by its Employees during normal working hours to accredited officials of the union parties to this agreement, with prior approval from the General Manager or their delegate.

66. Union fees paid by payroll deduction

Council will provide a payroll deduction scheme for any Employees who wish to have their union fees deducted from their payroll.

PART EIGHT: SPECIAL WORK ARRANGEMENTS

67. Special Work Arrangements

67.1. There exists a range of 'specific' or 'special' work arrangements that exist under various titles and headings within the previous Council certified agreements both state and federal.

67.2. In acknowledgement of the abolishment of such arrangements in their old format because of the establishment of a new agreement, the parties agree to preserve such arrangements in order to clearly identify, review and amend (where appropriate) such agreements throughout the life of this agreement. The special arrangements that have been identified at the time of certification of this agreement are provided for in Appendix 2 of this agreement.

67.3. For the avoidance of doubt the parties agree that the wages (and annualised wages) associated with the respective Special Work Arrangement shall be adjusted to include relevant allowances and conditions prescribed by this Agreement.

67.4. The parties agree to collectively ensure that the conditions of the arrangements are properly met.

Appendix 1 – Redundancy/Retrenchment Agreements

1. Application:

- 1.1. This agreement shall operate in respect of all Employees of the Council and whose positions have been declared redundant.

2. Definitions:

2.1. Redeployment

Redeployment is a process of transferring Employees to alternative positions within Council, where their existing position has been declared redundant.

2.2. Retraining

Retraining includes an analysis of an Employees' current skills, knowledge and abilities for the purpose of developing an individual training plan to facilitate the Employee's redeployment.

2.3. Redundancy

A position becomes redundant when the Council's need for work of a particular kind at a location has diminished or ceased.

2.4. Involuntary Retrenchment

Involuntary retrenchment means the termination (at the initiative of management) of employment of Employees who are in redundant positions, and who are unable to be redeployed.

2.5. Notice Period

2.5.1. Notice of Redundant Position

- a. Notice of redundant position means the formal advice to the Employee that their position is to become redundant. Any Employees whose positions are to be made redundant and their Unions shall receive formal notification of impending redundancy as soon as possible.

2.5.2. Notice of Involuntary Retrenchment

- a. Notice of involuntary retrenchment means the notice to an Employee that their services are terminated as a result of their position being made redundant and redeployment not being achieved at the time of this notice being issued. In such circumstances, Employees shall receive notice at least eight (8) weeks before the event.
- b. Where the date of involuntary retrenchment has been advised in the notice of redundant position, it shall not be necessary to issue a notice of involuntary retrenchment.

2.6. Ordinary Rate of Pay

Ordinary rate of pay for redundancy payments shall mean the current rate including Enterprise Bargaining increases (excluding shift loadings, weekend penalty payments, and overtime).

2.7. Actual Rate of Pay

Actual rate of pay is the ordinary rate of pay as at the date of redeployment.

2.8. Continuous Service

As defined in The Local Government Employees' Award 2003.

3. Objectives:

3.1. The chief objectives of the Agreement are:

- 3.1.1. To maintain, where possible, Employees whose positions have become redundant in continued employment within the Council;
- 3.1.2. To retrain such Employees where necessary;
- 3.1.3. To pay monetary compensation to such Employees who are unable to be redeployed and whose employment is to be terminated; Compensation by way of a Redundancy Benefit is compensation for loss of job security and it is not a resignation benefit.
- 3.1.4. To assist Employees to find employment outside the service of the Council.

4. Consultation With Relevant Unions

4.1. Where a decision has been made that a position or positions are to become redundant, the Council shall, at the earliest practicable time, provide all relevant details to the Union/s concerned and arrange discussions with the Union/s.

4.2. Relevant details to be provided to the Unions shall include:

- 4.2.1. the reasons for the position or positions being redundant;
- 4.2.2. the number, classification, location and details of the redundant positions;

4.2.3. presentation of an organisational plan of the work unit concerned.

4.3. Discussions with the Union/s shall include:

4.3.1. the method of identifying positions as redundant, having regard to the efficient and economical working of that enterprise;

4.3.2. advice and the timing of that advice to the Employees.

5. Exceptions

5.1. This Agreement shall not apply in any of the following circumstances:

5.1.1. Where an Employee terminates employment before the expiration of the period of notice without prior approval of the Council, which approval shall not be unreasonably withheld; or

5.1.2. Where an Employee suffers a permanent injury or illness which renders that Employee otherwise incapable of continuing in employment; or

5.1.3. Where an Employee's services are terminated by reason of neglect of duty or misconduct; or

5.1.4. Where an Employee has been engaged in a casual capacity or on a short term basis, such as project employment; or

5.1.5. Where an Employee has not been engaged for a continuous period of at least twelve (12) months.

6. Grievance Procedure:

6.1. Grievances arising from this section shall be dealt with in terms of the Grievance Procedures outlined in Council's Enterprise Bargaining Agreement.

7. Redeployment:

7.1. The Council shall endeavour to find suitable alternative employment within Council for all Employees. All such Employees shall be individually interviewed to determine what options may exist for their retraining by Council.

7.2. Where suitable alternative employment is found for an Employee at a classification with a lower rate of pay, that Employee shall continue to receive, as a minimum for all work performed, the actual rate of pay for the classification held at the time of transfer for a period of twelve (12) months or until the rate for the lower classification exceeds that actual rate, whichever is the earlier.

7.3. Employees who are transferred to other positions will be eligible for redundancy benefits should it be found within three months by either themselves or the Council that the alternative position is unsatisfactory.

7.4. Should an Employee not accept a suitable redeployment position and opt to take their redundancy, they are not eligible to apply for that vacancy, should it be advertised externally, within a 6-month period of becoming redundant.

8. Redundancy/Retrenchment

8.1. Upon a determination by Council that an Employee's position has become redundant, and redeployment cannot be achieved, such Employee shall receive notice of involuntary retrenchment and be eligible to apply for E.S.I.P. in accordance with clause 9.

8.2. The Chief Executive Officer may, at his/her discretion, invite applications from Employees for voluntary retrenchment. Persons whose applications for voluntary retrenchment are accepted by the Chief Executive Officer shall be entitled to receive all eligible redundancy benefits at the point of termination. Persons whose applications for voluntary retrenchment have been accepted are eligible to apply for E.S.I.P. in accordance with clause 9. Employees, who receive voluntary retrenchment, shall be given notice at least 8 weeks before their date of departure.

8.3. On termination, eligible Employees shall receive an ex-gratia Redundancy Payment at a rate appropriate to the completed years of service. This Redundancy Payment is to consist of three (3) weeks payment per year of continuous service in Queensland Local Government as well as a proportionate amount for an incomplete year of service. The Employee must receive as a minimum an amount equal to the Employee's salary for four (4) weeks.

8.4. Eligible Employees are those for whom:

8.4.1. suitable alternative employment cannot be found; or

8.4.2. whose application for voluntary retrenchment under clause 9(b) has been accepted; and

8.4.3. who have at least one (1) year's service.

8.5. In addition to Redundancy Payment, an Employee who has completed one year's continuous service shall be entitled on termination to a long service leave payment in accordance with the current Enterprise Bargaining Agreement at the ordinary rate of pay for each completed year of service, and a proportionate amount of an incomplete year of service, less any long service leave already taken.

- 8.6. Providing each case has the prior approval of the Employee's supervisor, leave with pay shall be granted for the purpose of attending personal employment interviews. This subclause only applies to Employees whose positions have been declared redundant.
- 8.7. Each Employee whose position has been declared redundant will be given a statement showing the calculation of an estimate of the Redundancy Payment at least 28 days before possible termination date.
- 8.8. Council will meet financial planning costs of up to \$500 for any Employee subject to retrenchment. A refund will be given to the Employee upon presentation of the account or, with prior agreement, the account can be sent directly to Council for payment.

9. Early Separation Incentive Payment:

- 9.1. The E.S.I.P consists of eight (8) weeks incentive payment in addition to all other payments that comprise a redundancy package under the terms of this agreement. This incentive payment will be calculated at the ordinary rate of pay.
- 9.2. The Early Separation Incentive Payment (E.S.I.P) for voluntary and involuntary retrenchment is designed to enable Employees to elect to leave the service of Council, prior to the date of retrenchment, thereby waiving their entitlement to eight (8) weeks notice.
- 9.3. To be eligible for an E.S.I.P, an Employee must have completed at least one (1) year of service.
- 9.4. Employees who express an interest in participating in the E.S.I.P scheme will be required to submit an application within twenty-eight (28) calendar days of the Council's notice of redundant position. This 28-day period shall run concurrently with the 8-week notice period. Any late applications for ESIP received after the 28 days notice period shall reduce the 8 weeks ESIP proportionately by the amount of time (in whole days) that applications for ESIP are received after the 28-day time limit.
- 9.5. The Council may reject applications if acceptance would be detrimental to Council's operations.
- 9.6. Council may at its discretion terminate employment before the expiration of the notice period by making payment in lieu of the required notice.

10. Relocation Expenses:

- 10.1. Should an Employee become redundant within a period of two years of commencement of their employment, they shall not be required to repay removal expenses, they would otherwise have to repay under Council's removal Expenses Policy.

11. Review:

- 11.1. This Agreement shall remain in effect and be subject to continuous review to ensure it reflects community standards with any party being able to initiate negotiations at any time.

Appendix 2 – Special Work Arrangements

The parties agree that the respective work arrangements will continue to be monitored by the JCC. Should either management or the employees directly affected by a special work arrangement wish to propose to amend or cease the arrangement then the proposal shall be considered by the JCC. In the event that the parties agree to the change it shall be ratified by the signatures of the JCC Chair and the Chief Executive Officer. Employee agreement shall be achieved when there is a positive vote of at least 75% of employees directly affected by the change.

Provision One – Water Operators and Wastewater Treatment Plant Operators – Fitzroy River Water (GWTP) and Water/Sewer Treatment Plant Operators – Fitzroy River Water (Yeppoon)

The intent of this clause is to capture those parts of the existing local area agreements for water and sewerage treatment plant operators of the previous Livingstone Shire Council and Rockhampton City Council that are not already effectively replaced by terms of this agreement.

The parties agree that changed circumstances now warrant a review of operating arrangements regionally. A working party will be established immediately to facilitate effective consultation on any changes that may be necessary in the future. The working party shall comprise a representative from each area, management representative/s and relevant union representation.

Notwithstanding the above, if for any valid reason the special work arrangement cannot continue, the employees directly affected shall revert to the arrangements prescribed by this Agreement (excluding Appendix 2). In the event this occurs those employees working under a relevant special work arrangement at the date of this agreement shall not be disadvantaged overall for the term of this agreement.

For the avoidance of doubt the parties agree that the wages and annualised wages associated with the respective special work arrangement shall be adjusted to include relevant allowances and conditions prescribed by this Agreement

Operators-Glenmore Water Treatment Plant

These terms shall only apply to those employees who were a party to the Flexible Workplace Agreement, Operators-Glenmore Water Treatment Plant or other employees appointed to perform such works.

An annualised salary shall be payable to these employees as is currently provided and will be adjusted to incorporate the wage/salary increases contained in clause 17 of this agreement.

These employees shall continue to provide their services on a 7 day a week 24 hours per day continuous roster on the basis of a 156 hour four week cycle.

Should staff work more than 4 x 12 hours overtime shifts in a 28 day cycle, payment will be made at 1.34 times the annualised salary equivalent hourly rate.

Council superannuation contributions shall be calculated on the annualized salary equivalent hourly rate amount current at that time.

Wastewater Treatment Plant Operators-FRW

These terms shall only apply to those employees who were a party to the Flexible Workplace Agreement, Wastewater Treatment Plant Operators or other employees appointed to replace one of the existing employees currently employed under these terms.

An annualised salary shall be payable to these employees as is currently provided and will be adjusted to incorporate the wage/salary increases contained in clause 17 of this agreement and any relevant changes to allowances.

Should an Operator be required to continue work after their normal finishing time they shall be paid at the rate of time and a half (at the new base rate) per hour for the first three hours and double time per hour thereafter.

Call outs will be paid at the rate of time and a half (at the new base rate) per hour for the first three hours and double time per hour thereafter. A minimum of four hours will be paid for the first call out in any 24 hour period. If an operator is required to be oncall in excess of 17 times in any one calendar year, they will be paid an additional allowance of 6 hours pay (at the new base rate) per time.

Operators are required to be on-call on a rotational basis in accordance with the section roster for which they are paid an on-call allowance consistent with clause 45 of this agreement and included in the annualized wage. Operators will address telephone queries as part of this requirement for which compensation is included in the oncall allowance.

Each Operator is required to be available to attend the work site for 42.15 hours per week from Monday to Friday between the hours of 7.00am and 4.00pm with 33 minutes lunch break and 20 minutes for morning tea. Each Operator is entitled to one rostered day off each fortnight. Rostered days off shall be staggered so that at any given time two Operators will be normally available for work at all times during periods of annual/long service leave.

Under normal conditions, the Operator on-call is required to work three hours on Saturday and four hours on Sunday on a three weekly roster basis. On public holidays, under normal conditions, the Operator oncall is required to work four hours which are paid at the new annualized base rate in this Agreement and equivalent days added to leave.

Council superannuation contributions shall be calculated on the annualized salary equivalent hourly rate amount current at that time.

Local Area Work Agreement Treatment Plant Operators Livingstone Shire Council

These terms shall only apply to those employees who were a party to the Local Area Work Agreement Treatment Plant Operators Livingstone Shire Council or other employees appointed to perform such works.

Qualified treatment plant operators currently receiving Level 9 of the Local Government Employees Award – State shall continue to receive Level 9 as the minimum rate of pay. Other employees assigned to operate water or sewerage treatment plants shall be paid in accordance with the definitions contained within the Local Government Employees Award – State.

While the current roster remains in place each employee will be required to work nine consecutive days of 8.43 hours, followed by five days off. Operators will be available for on call duty on a rostered basis irrespective of public holidays and weekends.

An annualised salary shall be payable to these employees as is currently provided and will be adjusted in accordance with the salary adjustments prescribed by section 17 of this agreement and any changes to relevant allowances. For the purposes of calculating entitlements the annualised salary shall become the base salary.

While the current continuous roster remains in place:

- A day out of shift worked shall be paid at the normal hourly rate or credited as time off in lieu, as mutually agreed.
- There shall be no claim made for Toilet Cleaning Allowance.
- There shall be no claim made for Higher Duties when the supervisor is absent.
- Minimum of two (2) hours at ordinary rates will be paid to be on call on a Saturday. This condition will prevail in the event it conflicts with any part of this agreement.

The treatment plant operators agree to maintain and enhance an accurate record keeping system and assist in recording and investigating the cause of each call out and significant operational event.

Council superannuation contributions shall be calculated on the annualised salary equivalent hourly rate amount current at that time.

Provision Two – Landfill Employees

This provision covers Employees within the Business Enterprise Department who carry out duties at the Land Fill, currently operated on Lakes Creek Road, or any other land fill site so appointed by Rockhampton Regional Council.

The ordinary hours of work, shall be worked continuously except for a meal break and rest pauses between 6.00am and 6.00pm daily, seven days per week in accordance with the roster. Each Employee shall work in accordance with the section roster, equalising the hours of work over a four week cycle.

A loading of 20% shall be paid for all hours worked in lieu of overtime payments and work performed on Saturdays and Sundays.

Where an Employee is required to work on a gazetted Queensland public holiday, he/she will accrue a day off in lieu.

Appendix 3 – Current Classification Structure

* The rates listed below are base rates and do not include any allowances

Classification	Current			25/11/2008 Plus 5%		
	Annual	Weekly	Hourly	Annual	Weekly	Hourly
LAE Level 1 <18 yrs	25,050.16	480.19	12.63670	26,302.67	504.20	13.26854
LAE Level 1 <6mth Serv	37,149.45	712.13	18.74026	39,006.92	747.74	19.67727
LAE Level 1 >6mths Serv	37,768.14	723.99	19.05237	39,656.55	760.19	20.00499
LAE Level 2	38,386.84	735.85	19.36447	40,306.18	772.64	20.33269
LAE Level 3	39,005.02	747.70	19.67632	40,955.27	785.09	20.66014
LAE Level 4	39,629.45	759.67	19.99132	41,610.92	797.65	20.99089
LAE Level 5	40,367.09	773.81	20.36342	42,385.44	812.50	21.38159
LAE Level 6	41,660.82	798.61	21.01605	43,743.86	838.54	22.06685
LAE Level 7	42,980.12	823.90	21.68158	45,129.13	865.10	22.76566
LAE Level 8	44,257.16	848.38	22.32579	46,470.02	890.80	23.44208
LAE Level 9	45,632.27	874.74	23.01947	47,913.88	918.48	24.17044
<i>Building Trades</i>						
Build Tde Lv 1	40,367.09	773.81	20.36342	42,385.44	812.50	21.38159
Build Tde Lv 2	41,660.82	798.61	21.01605	43,743.86	838.54	22.06685
Build Tde Lv 3	42,980.12	823.90	21.68158	45,129.13	865.10	22.76566
<i>Engineering</i>						
C10 Tradesperson	40,367.09	773.81	20.36342	42,385.44	812.50	21.38159
C9 Tradesperson	41,660.82	798.61	21.01605	43,743.86	838.54	22.06685
C8 Tradesperson	41,211.44	790.00	20.78936	43,272.01	829.50	21.82883
C7 Tradesperson	44,257.16	848.38	22.32579	46,470.02	890.80	23.44208
C6 Tradesperson	46,958.53	900.16	23.68851	49,306.46	945.17	24.87294
Tradespersons Assistant (C12)	37,149.45	712.13	18.74026	39,006.92	747.74	19.67727
Tradespersons Assistant (C13)	35,735.74	685.03	18.02711	37,522.53	719.28	18.92846
<i>Registered Nurse</i>						
Registered Nurse Year 1	41,973.76	804.61	21.17392	44,072.45	844.84	22.23262
Registered Nurse Year 2	43,727.14	838.22	22.05842	45,913.50	880.13	23.16134
Registered Nurse Year 3	45,351.79	869.36	22.87798	47,619.38	912.83	24.02188
Registered Nurse Year 4	47,167.78	904.17	23.79407	49,526.17	949.38	24.98377
Registered Nurse Year 5	48,992.65	939.16	24.71464	51,442.28	986.12	25.95037
Registered Nurse Year 6	50,849.60	974.75	25.65139	53,392.08	1,023.49	26.93396
Registered Nurse Year 7	52,727.07	1,010.74	26.59849	55,363.42	1,061.28	27.92841
Registered Nurse Year 8	54,598.97	1,046.63	27.54278	57,328.92	1,098.96	28.91992
<i>Theatre Ticket Seller</i>						
Theatre Ticket Seller <17 years	22,226.27	426.06	11.21218	23,337.58	447.36	11.77279
Theatre Ticket Seller 17<18 years	23,332.22	447.26	11.77008	24,498.83	469.62	12.35858
Theatre Ticket Seller 18<19 years	25,574.67	490.25	12.90130	26,853.40	514.76	13.54637
Theatre Ticket Seller 19<20 years	27,822.37	533.34	14.03516	29,213.49	560.01	14.73692
Theatre Ticket Seller Adult	33,482.92	641.85	16.89066	35,157.07	673.94	17.73519
Theatre Senior Ticket Seller	36,988.94	709.05	18.65929	38,838.39	744.50	19.59225
<i>Assistant Theatre Technician</i>						
Assistant Theatre Tech <17 years	23,363.71	447.87	11.78596	24,531.90	470.26	12.37526
Assistant Theatre Tech 17<18 years	24,593.51	471.44	12.40634	25,823.19	495.01	13.02666
Assistant Theatre Tech 18<19 years	27,073.99	518.99	13.65764	28,427.69	544.94	14.34052
Assistant Theatre Tech 19<20 years	29,569.07	566.82	14.91630	31,047.52	595.16	15.66212
Assistant Theatre Technician Adult	35,824.50	686.73	18.07189	37,615.73	721.07	18.97548
Theatre Technician	38,529.15	738.58	19.43626	40,455.61	775.51	20.40807
Senior Theatre Technician	39,154.32	750.56	19.75163	41,112.04	788.09	20.73921
<i>Front Of House</i>						
Front Of House Staff	32,817.59	629.09	16.55503	34,458.47	660.54	17.38278
Front Of House Co-ordinator	35,824.50	686.73	18.07189	37,615.73	721.07	18.97548
Front Of House Co-ordinator Contrac	41,037.04	786.65	20.70138	43,088.89	825.98	21.73645
Theatre Technical Manager	40,598.70	778.25	20.48026	42,628.64	817.16	21.50427

Classification	Current			25/11/2008 Plus 5%		
	Annual	Weekly	Hourly	Annual	Weekly	Hourly
Theatre Duty Manager	39,154.32	750.56	19.75163	41,112.04	788.09	20.73921
Theatre Utility Person	33,744.85	646.87	17.02279	35,432.09	679.21	17.87393

Classification	16/12/2009 Plus 5%			16/12/2010 Plus 5%		
	Annual	Weekly	Hourly	Annual	Weekly	Hourly
LAE Level 1 <18 yrs	27,617.80	529.41	13.93196	28,998.69	555.88	14.62856
LAE Level 1 <6mth Serv	40,957.27	785.12	20.66114	43,005.13	824.38	21.69419
LAE Level 1 >6mths Serv	41,639.37	798.20	21.00524	43,721.34	838.11	22.05550
LAE Level 2	42,321.49	811.27	21.34933	44,437.57	851.84	22.41679
LAE Level 3	43,003.03	824.34	21.69314	45,153.19	865.56	22.77780
LAE Level 4	43,691.47	837.54	22.04043	45,876.04	879.41	23.14245
LAE Level 5	44,504.72	853.13	22.45067	46,729.95	895.78	23.57320
LAE Level 6	45,931.05	880.47	23.17020	48,227.61	924.49	24.32870
LAE Level 7	47,385.58	908.35	23.90394	49,754.86	953.77	25.09914
LAE Level 8	48,793.52	935.34	24.61418	51,233.19	982.11	25.84489
LAE Level 9	50,309.58	964.40	25.37897	52,825.06	1,012.62	26.64791
<i>Building Trades</i>						
Build Tde Lv 1	44,504.72	853.13	22.45067	46,729.95	895.78	23.57320
Build Tde Lv 2	45,931.05	880.47	23.17020	48,227.61	924.49	24.32870
Build Tde Lv 3	47,385.58	908.35	23.90394	49,754.86	953.77	25.09914
<i>Engineering</i>						
C10 Tradesperson	44,504.72	853.13	22.45067	46,729.95	895.78	23.57320
C9 Tradesperson	45,931.05	880.47	23.17020	48,227.61	924.49	24.32870
C8 Tradesperson	45,435.61	870.98	22.92027	47,707.39	914.52	24.06628
C7 Tradesperson	48,793.52	935.34	24.61418	51,233.19	982.11	25.84489
C6 Tradesperson	51,771.78	992.43	26.11658	54,360.37	1,042.05	27.42241
Tradespersons Assistant (C12)	40,957.27	785.12	20.66114	43,005.13	824.38	21.69419
Tradespersons Assistant (C13)	39,398.65	755.25	19.87488	41,368.59	793.01	20.86863
<i>Registered Nurse</i>						
Registered Nurse Year 1	46,276.07	887.08	23.34425	48,589.87	931.44	24.51146
Registered Nurse Year 2	48,209.17	924.14	24.31941	50,619.63	970.34	25.53538
Registered Nurse Year 3	50,000.35	958.47	25.22297	52,500.37	1,006.39	26.48412
Registered Nurse Year 4	52,002.48	996.85	26.23296	54,602.60	1,046.69	27.54461
Registered Nurse Year 5	54,014.40	1,035.42	27.24789	56,715.12	1,087.20	28.61029
Registered Nurse Year 6	56,061.68	1,074.66	28.28066	58,864.77	1,128.39	29.69469
Registered Nurse Year 7	58,131.59	1,114.34	29.32484	61,038.17	1,170.06	30.79108
Registered Nurse Year 8	60,195.36	1,153.91	30.36591	63,205.13	1,211.61	31.88421
<i>Theatre Ticket Seller</i>						
Theatre Ticket Seller <17 years	24,504.46	469.73	12.36143	25,729.69	493.22	12.97950
Theatre Ticket Seller 17<18 years	25,723.77	493.10	12.97651	27,009.96	517.76	13.62534
Theatre Ticket Seller 18<19 years	28,196.07	540.50	14.22368	29,605.88	567.53	14.93487
Theatre Ticket Seller 19<20 years	30,674.16	588.01	15.47376	32,207.87	617.41	16.24745
Theatre Ticket Seller Adult	36,914.92	707.64	18.62195	38,760.67	743.02	19.55305
Theatre Senior Ticket Seller	40,780.31	781.73	20.57187	42,819.32	820.81	21.60046
<i>Assistant Theatre Technician</i>						
Assistant Theatre Tech <17 years	25,758.49	493.78	12.99402	27,046.41	518.47	13.64372
Assistant Theatre Tech 17<18 years	27,114.34	519.76	13.67799	28,470.06	545.75	14.36189
Assistant Theatre Tech 18<19 years	29,849.07	572.19	15.05755	31,341.53	600.80	15.81043
Assistant Theatre Tech 19<20 years	32,599.90	624.92	16.44522	34,229.89	656.17	17.26748
Assistant Theatre Technician Adult	39,496.51	757.12	19.92426	41,471.34	794.98	20.92047
Theatre Technician	42,478.39	814.28	21.42848	44,602.31	855.00	22.49990
Senior Theatre Technician	43,167.64	827.49	21.77617	45,326.02	868.87	22.86498
<i>Front Of House</i>						
Front Of House Staff	36,181.39	693.57	18.25192	37,990.46	728.25	19.16452

Classification	16/12/2009 Plus 5%			16/12/2010 Plus 5%		
	Annual	Weekly	Hourly	Annual	Weekly	Hourly
Front Of House Co-ordinator	39,496.51	757.12	19.92426	41,471.34	794.98	20.92047
Front Of House Co-ordinator Contrac	45,243.34	867.28	22.82327	47,505.50	910.65	23.96444
Theatre Technical Manager	44,760.07	858.02	22.57949	46,998.07	900.92	23.70846
Theatre Duty Manager	43,167.64	827.49	21.77617	45,326.02	868.87	22.86498
Theatre Utility Person	37,203.70	713.17	18.76763	39,063.88	748.83	19.70601

SIGNATORIES

Signed for and on behalf of **Rockhampton Regional Council**..... A. Dawson (CEO)
In the presence of B.A. Miller

Signed for and on behalf of the Automotive, Metals, Engineering,
Printing and Kindred Industries Industrial Union of Employees, Queensland Warren Butler
In the presence of:..... Heidi Wood

Signed for and on behalf of the
Australian Workers' Union of Employees, Queensland..... G. Ryan
In the presence of:..... D. Broanda

Signed for and on behalf of the
Federated Engine Drivers' and Firemen's Association of Queensland, Union of Employees.... Michael Ravbar
In the presence of:..... Lisa Noyes

Signed for and on behalf of the
Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland..... Michael Ravbar
In the presence of:..... Lisa Noyes

Signed for and on behalf of The Electrical Trades Union of Employees Queensland..... Richard Williams
In the presence of:..... K. Inglis

Signed for and on behalf of the Plumbers & Gasfitters Employees' Union Queensland,
Union of Employees Bradley O'Carroll
In the presence of:..... J. Evans

Signed for and on behalf of the Transport Workers' Union of Employees
(Queensland Branch) Hughie Williams
In the presence of:..... Suzanne Robinson